



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, County Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**

April 12, 2010

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 10-026/KJS, Food Service for Jefferson County Correctional Facility. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and six (6) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

**PROPOSAL NAME: Food Service for Jefferson County Correctional Facility**  
**PROPOSAL NO: 10-026/KJS**  
**DUE DATE/TIME: 11:00 AM, May 11, 2010**  
**MAIL OR DELIVER TO: Jefferson County Purchasing Department**  
**1149 Pearl Street, 1<sup>st</sup> Floor**  
**Beaumont, Texas 77701**

There will be a Pre-Proposal Meeting and Site Inspection Tour on Thursday, April 22, 2010 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

Any questions relating to these requirements should be directed to Karen J. Smith, Assistant Purchasing Agent, at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark  
County Purchasing Agent  
Jefferson County, Texas

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**RFP 10-026/KJS**  
**FOOD SERVICE FOR THE**  
**JEFFERSON COUNTY CORRECTIONAL FACILITY**

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# 1. PROPOSAL SUBMITTAL CHECKLIST

The Offeror’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the offeror, the date of the proposal, and the telephone and facsimile numbers of offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the offeror is providing or has provided food service or similar products and/or services as contained in the specification package recently provided.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Sample contract with compensation sections blank.
- One (1) original and six (6) copies of the proposal should be mailed or delivered no later than 11:00 am, May 11, 2010 to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE “PROPOSAL SUBMITTAL CHECKLIST” INCLUDED IN THIS PACKAGE.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **2. GENERAL INSTRUCTIONS AND CONDITIONS**

### **2.1 Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Instructions and Conditions apply to all advertised requests for proposals, however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

### **2.2 Governing Law**

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **2.3 Ambiguity, Conflict, or other errors in the RFP**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

### **2.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Karen J. Smith, MBA, Jefferson County Purchasing Department, of any address changes, contact person changes, and/ or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **2.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

## **2.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

## **2.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## **2.9 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## **2.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

## **2.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

## **2.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### **2.13 Withdrawal of Proposal**

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **2.14 Award**

Jefferson County reserves the right to award this contract on the basis of the lowest and best offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

### **2.15 Ownership of Proposal**

All proposals become the property of Jefferson County and will not be returned to Offerors.

### **2.16 Disqualification of Offeror**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

### **2.17 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

### **2.18 Assignment**

The selected Contractor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

### **2.19 Contract Obligation**

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. Department Heads are not authorized to sign agreements for Jefferson County. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

## **2.20 Termination**

Jefferson County reserves the right to terminate the contract for default if the awarded Contractor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## **2.21 Inspections**

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

## **2.22 Testing**

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

## **2.23 Loss, Damage, or Claim**

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

## **2.24 Waiver of Subrogation**

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

## **2.25 Conflict of Interest**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

## **2.26 Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within ten (10) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

## **2.27 Insurance Requirements**

For Contractors doing business with Jefferson County (these Insurance Requirements superseded and replace all Insurance Requirements contained elsewhere in these documents).

### **1. General Considerations**

It is a requirement of Jefferson County that Contractors must agree to the indemnity obligations set forth in the General Contract. Jefferson County reserves the right to participate in the defense of any claim or action that is brought against it.

To insure compliance with this policy, Jefferson County requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said Jefferson County. Jefferson County fully understands that no insurance policy of any company licensed to do business in the State of Texas is all encompassing in coverage or limit of liability.

### **2. Insurance Requirements**

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in Texas. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is (1) listed as approved to do business in Texas by the Texas Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Number X or better, and (3) otherwise acceptable to Jefferson County.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include Jefferson County as an Additional Insured and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Texas or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverage required hereafter and such insurance has been approved by the Department of Law of Jefferson County.



**Check if Required:**

**General Liability**

a. *Comprehensive (Commercial) General Liability*

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefore, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damaged because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (explosion, collapse, and underground damage) as applicable.

b. *Premises and Operations Liability*

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Jefferson County from liability resulting from the operations under the contract by the Contractor.

c. *Products and Completed Operations Liability*

The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the contract and including those products involved in the work for which Contractor is responsible.

d. *Broad Form Contractual Liability*

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the contract by Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its contract with Jefferson County **must** be attached to the Certificate of Insurance.

**Automobile Liability**

e. *Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned)*

The Contractor shall have and maintain during the life of the contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned)

Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

**Worker’s Compensation and Employer’s Liability**

■ The Contractor shall have and maintain during the life of the contract Worker’s Compensation Insurance conforming with the requirements of the laws of Texas and (if the box is checked) the Jones Act and the Longshoremen’s and Harbor Workers’ Compensation Act. In case of any employee or employees are not covered by such laws of Texas or the Jones Act or the Longshoremen’s and Harbor Workers’ Compensation Act, the Contractor shall provide Employer’s Liability coverage for the protection of such employee or employees.

**Property Damage Insurance**

g. *Builder’s Risk Insurance*

The Contractor shall have and maintain during the life of the contract such Property Insurance upon Contractor’s entire work at the site to the completed value thereof. This insurance shall protect Jefferson County, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include “all risk” insurance for the physical loss or damage, including without duplication of coverage, theft, vandalism, and malicious mischief. All Risk Insurance may contain the normal exclusions, such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, war, and nuclear. If Jefferson County requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable.

If not covered otherwise, the Contractor shall have and maintain during the life of the contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

h. *Other Insurance*

Professional Liability (error and omissions).

**3. Additional Insurance Requirements**

The Certificate or Certificates of Insurance **shall** contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse **unless and until** Jefferson County receives at least thirty (30) days’ advance **written** notice of same. Said **written** notice must be delivered to the Purchasing Agent.

If this box is checked, each of the said policies set out above may contain a deductible features not in excess of \$\_\_\_\_\_ per occurrence. If a deductible fea-

ture is provided in a policy or policies, the Contractor **shall** be liable for said amount of any claim or loss.

**4. Definition of “Contract”**

The word “contract” above means the agreement between Jefferson County and Contractor for this project. The word “Contractor” means the successful Offeror who is the Contractor for this project. The limit “each person” is the monetary limit applied to each person injured in a given occurrence. The limit “each occurrence” is the limit of the total liability for claims, subject to the limit for “each person,” from one common cause. The word “aggregate” is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

**5. Certificate of Insurance**

The Contractor is required to have a Certificate of Insurance properly executed by an insurance company or insurance companies authorized to do business in the State of Texas.

**6. Minimum Limits of Coverage**

Coverage shall be at least to the following minimum limits (see table on following page). If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

**General Liability**

(a)	Comprehensive General Liability		
	Bodily Injury	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate per project
	Property Damage	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate per project
	(or) Combined Single Limit	\$1,000,000	Per occurrence per project
(b)	Premises and Operations Liability		Same limits as in (a) above
(c)	Products and Completed Operations Liability		Same limits as in (a) above
(d)	Contractual Liability		Same limits as in (a) above

**Automobile Liability**

(e)	Comprehensive Automobile Liability (all owned, hired, and non-owned)		
	Bodily Injury	\$1,000,000	Each person
		\$1,000,000	Each occurrence
	Property Damage	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate
	(or) Combined Single Limit	\$1,000,000	Per occurrence

**Worker’s Compensation and Employer’s Liability**

(f)	Worker’s Compensation	Statutory amount	
	(including compliance with the Jones Act and Long-shoremen’s and Harbor Worker’s Act as applicable)		
	Employer’s Liability	\$1,000,000	Each occurrence

**Property Damage**

(g)	Builder’s Risk Insurance	\$(Value of Structure)	
(h)	Other Insurance Professional Liability	\$1,000,000	

## **2.28 Delivery of Proposals**

All proposals are to be delivered by 11:00 am, central time, May 11, 2010 to:

Jefferson County Purchasing Department  
Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, First Floor  
Beaumont, Texas 77701

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and six (6) exact duplicate, numbered copies of the proposal (for a total of seven (7)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

## **2.29 Questions**

Any questions may be faxed to Karen J. Smith, MBA at 409-835-8456 or e-mailed to: [ksmith@co.jefferson.tx.us](mailto:ksmith@co.jefferson.tx.us).

### 3. BACKGROUND AND SCOPE

#### 3.1 Background and Scope

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

The Correctional Facility currently houses both male and female prisoners. The population, both staff and inmates, is presently as follows, but fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

Facility	Rated Capacity	Average Population
Jail Staff	N/A	260
Jail Inmates	1268	1000

The Correctional Facility kitchen is equipped to provide adequate support for preparing 3,000 meals per day. Meals are provided to all Correctional Facility personnel three times per day. Inmates, under the direct supervision of an outside food service company prepare and serve all meals. Meals are served utilizing the Alladin Tray System into cell areas where inmates dine. Serving trays are recovered from the cell areas by inmate labor and returned to the kitchen for proper disposal. Compartment trays are used in the dining hall.

**Medical Diets.** Medical diets average 95 to 100 per meal. The medical inmates are served on disposable serviceware in their cells.

**Staff Dining.** Staff work eight-hour shifts, 7:00 am to 3:00 pm and 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am.

#### 3.2 Cost Submittal Rates

Costs shall be given for each of the following:

- Inmate meals
- Staff member meals
- 24-hour coffee service for staff and visitors, including coffee, cream, sugar and filters.

#### 3.3 Proposal Instructions

Proposals must be prepared in accordance with the following instructions to be entitled to consideration:

Prior to submitting a proposal the Contractor shall:

- Carefully examine the specifications.
- Fully inform itself as to the facilities, conditions and limitations.

- Include sufficient data in the proposal to adequately cover all items required by the contract.
- Contractor is strongly encouraged to attend the Pre-Proposal Meeting and Site Inspection Tour on Thursday, April 22, 2010 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

### **3.4 INTERPRETATION**

Should a Contractor find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should address their concern, in writing, to the Purchasing Agent who will issue an Addendum to all Contractors. The County will not be responsible for oral interpretations. Questions received less than ten (10) business days prior to submission deadline will not be answered. This RFP, all Addenda and the Contractor's response and amendments shall be incorporated into the resulting contract.

### **3.5 Terms of Contract**

The terms of the contract shall be one year, June 2010 through May 2011, retaining the right to exercise four (4) one year options. Jefferson County will notify the Contractor no later than 90 days prior to the beginning of each option renewal year of its intent to extend the contract or to request new proposals.

### **3.6 Format**

All RFP proposals must be submitted by 11:00 am, May 11, 2010 to:

Deborah L. Clark  
County Purchasing Agent  
1149 Pearl Street – First Floor  
Beaumont, TX 77701

Offerors are requested to submit all information in a three-ring binder. One (1) original and six (6) copies must be submitted.

Data submitted must be in the same order as in this RFP. A table of contents must be included indicating page numbers, attachments and appendices.

All proposals must be typed.

All supporting documentation must be pertinent and clearly identified as to which section of the RFP it specifically refers.

Each proposal must be signed by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners. Proposals by corporations must include the state of incorporation, date of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing must be typed or printed below the signature.

Proposal must be enclosed in a sealed envelope or container marked as follows:

Deborah L. Clark  
County Purchasing Agent  
1149 Pearl Street – First Floor  
Beaumont, TX 77701

**Note.** It is the responsibility of the Contractor to see that its proposal is received by the Jefferson County Purchasing Agent prior to the scheduled opening hour.

### **3.7 Modifications**

No oral, telephonic or facsimile proposals or modifications shall be considered.

### **3.8 Basis of Award**

Each Contractor must submit complete specifications and detailed descriptions of the services and items it proposes to supply under the contract. Jefferson County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan or plans (operational methods, management services and other pertinent information) most advantageous to the Correctional Facility.

### **3.9 Proposal Bond**

A Proposal Bond of Five Percent (5%) of the total bid price, executed with a surety company authorized to do business in the state of Texas, must be included with each proposal.

### **3.10 Performance Bond**

Within ten (10) days of the award of the contract the successful bidder shall furnish a Performance Bond to Jefferson County in the full amount of the bid.

### **3.11 Right to Change RFP**

Jefferson County reserves the right to change the terms and conditions of this RFP. Potential Contractors will be notified, in writing, of any material changes.

### **3.12 Notice of Award**

The successful bidder will be notified upon award of the contract. The successful bidder must enter into a formal contract, substantially like the samples found at page 39, within thirty (30) days of the notice of award.

### **3.13 Mandatory Responses**

Offeror is expected to provide all information requested in this RFP. In any case that Offeror has not responded to specific requirements, Jefferson County assumes that Offeror unconditionally accepts the requirements as set out in that section unless Offeror specifically states in its proposal reasons it is unable to comply with those requirements.

### 3.14 Right of Rejection

Jefferson County reserves the right to reject any or all proposals at its sole discretion.

### 3.15 Contractor Information Requirements

The following information must be included in each proposal. The information will give the County an overview of the Offeer’s business operation.

Headquarters Office:

Questions		Answers to Cover in Proposal
Location		City, state, zip code, phone number, fax number, e-mail address.
Services available		Describe in detail.
Financial	Ownership	Public or private.
	Credit rating	Bank or other recognized rating.
	Account procedures	Describe in detail.
	Audit control	Example.
Management	Background of top management	Describe education and experience.
	Degree of participation in local operations	Describe 0% to 100%.
	Reputation	List of Accounts and Contracts – list of references for similar operations to those covered by this RFP, as well as permission to contact.
Organizational Structure	Area of activity	Geographic location(s).
	Total Number of Operations	Number of units and annual gross.
	Structure of National Supervision	Number of regions.
	Span of Control	Levels of management.
Operating Procedures	Effective written operating procedures	Yes or no – describe and provide sample(s).
	Purchasing	Is purchasing handled by headquarters or by each operating location? Describe procedures in detail.
	Accounting	Cccounting system computerized? Describe. Is staff available for cost analysis, research?
	Invoicing and payment	Are accounts receivable/payable handled by headquarters or by each location? Describe.
	Communication	How often are local operations visited? What is the nature of support and supervision of the local operation?



Questions		Answers to Cover in Proposal
Personnel Relations	Fringe benefits program	Describe in detail.
	Recognition program	Are there incentive or recognition programs in place? Describe.
	Profit sharing	Explain.
	Retirement program	Cost of program.

Regional Office:

Provide location, phone number, facsimile number, name and title of contact person.

Proposed Jefferson County Correctional Facility operations.

Provide background information on proposed facility managers and all key personnel to include: experience in a corrections environment, full resumes for management candidates and job descriptions for other key personnel.

### 3.16 Responsibilities of Jefferson County

Jefferson County will provide, install and permit the Contractor to use the capital equipment the County deems necessary for food service and related activities. Given proof of adequate maintenance, the County will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.

Jefferson County shall provide all utilities necessary for the performance of food service operations. Note: Jefferson County will not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service. Jefferson County will, however, be diligent in restoring service following any interruption. Jefferson County will provide a master telephone line (no extensions) in the food service office of the kitchen. The phone will be provided without charge for local use only. Jefferson County will bill the Contractor for any and all long distance calls.

The Correctional Facility will provide an accurate meal count by type, to be served to inmates, staff and visitors to the Contractor.

Jefferson County will provide ingress/egress, subject to security requirements, for the Contractor's employees.

The Correctional Facility will provide office space and the following furniture for the Contractor in the kitchen area:

- Desk
- Four-drawer file cabinet
- Desk Chair
- Visitor's Chair
- Bookshelf

Any other furniture and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of the inventory provided to the designated facility food service administrator.

The administration and management of this contract for the Jefferson County Correctional Facility is the direct responsibility of the Jefferson County Sheriff. The Sheriff has delegated day to day responsibility for contract administration/communication purposes to the County food service administrator and/or a delegated representative.

Any adjustment to the level of service, rate per meal compensation or any other material matters concerning the terms of the contract shall be governed by the terms of the contract

The Sheriff shall be the agent of the County and shall act on its behalf to enforce the provisions of the contract.

Jefferson County is responsible for the total cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen, warehouse and storage areas.

### **3.17 Responsibilities of the Contractor**

Daily Meal Production Requirements. The Contractor must provide the following meals per day:

#### **Correctional Facility Staff Serving Hours**

Breakfast: 3:30 am – 5:00 am  
Lunch: 10:00 am – 12:30 pm  
Dinner: 3:30 pm – 5:30 pm.

#### **Inmate Serving Hours**

Breakfast: 4:00 am – 5:15 am  
Lunch: 10:40 am – 11:45 pm  
Dinner: 3:40 pm – 4:45 pm

#### **Medical Nourishment**

Considered and priced as ordinary meals.

### **3.18 Purchasing**

The Contractor must provide the minimum specifications to be used in the purchase of all food products and disposable serviceware. The specifications provided must address the levels of quality, grade, size, pack, count and all other relevant information. Jefferson County must approve, in writing, any changes from the stated specifications. For the record, all food purchased for use under this contract must meet at least the following specifications:

- Beef, veal, pork and lamb must at least be USDA Good. The maximum fat and/or soy content of all ground meat products to be used must be indicated in the RFP. All breaded items must have a product weight of at least 3 ounces before breading.
- Poultry must be at least USDA Grade B. All breaded items must have a product weight of at least 3 ounces prior to breading.
- Canned fruits and vegetables must be served at a ½ cup of eatable substance.
- Frozen fruits and vegetables must be at least USDA Grade B.
- Fresh produce must be at least USDA Grade No. 2 and minimum 138 count size to meet the nutritional requirements in specification 5.4.
- Dairy products must be at least USDA Grade A. 2% fluid milk must be served as a beverage. All breaded items, with the exception of meat and poultry items, must have a product weight of at least 4 ounces prior to breading.
- Eggs must be at least USDA Grade A Medium.
- Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded items must have a product weight of at least 3 ounces prior to breading.
- A minimum of 60% of the bread items served must be whole grain products. Day old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- Casserole dished items must contain at least 2 ounces of meat per serving.

**Receiving.** The Contractor is responsible for receiving all goods at all locations and schedule delivery with Jefferson County.

**Salespersons.** The Contractor should encourage all salespersons to call at their district/area offices. If a salesperson must call on the Contractor's unit manager, the appointment must be set up and arrangements made for the salesperson to check in at the facility. The food service representative must coordinate all visits with security personnel.

**Storage.** The Contractor must provide within its response a statement detailing how it will provide for the correct handling, prompt storage and rotation/issue of food items purchased for use.

**Inventory.** The Contractor must provide a statement as to how often a physical inventory of unprocessed foods, commodity foods and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

**Food Inventory Buy-Out.** The Contractor must purchase the current Contractor's current inventory of all food items on hand at the beginning of the contract.

### **3.19 Menus**

The Contractor must supply three meals per day. Cold meals must remain within the nutritional/caloric guidelines spelled out in this agreement. Exception: Emergency cold meals may be served by authority of the Sheriff only.

### **3.20 Cycle**

A representative 28-day cycle menu must be submitted with the proposal. This menu must meet the standards of the Texas Commission on Jail Standards (TCJS). Portions must be designated on the menu per the portion standards set in section 5.5.2 of this document. This includes all condiments, seasonings, sweeteners, butter and similar items.

### **3.21 Cook's Choice**

The menu can be designed to permit a cook's choice every two weeks. The same food must be served to each inmate in the facility. This is permitted in order to allow the Contractor to clear its inventory of cooked foods on a regular basis. A Cook's Choice must be noted on the posted menu. It is also required that foods that are held longer than 72 hours must be frozen until the time of service. Maximum freezer shelf life shall be no longer than 30 days for any food prepared on-site.

### **3.22 Contingency Meals**

The Contractor shall provide food service at no additional cost to Jefferson County in the event of lock downs, riots, fire, hurricanes, power failure or other events that would cripple the normal operations of a detention facility. At a minimum, the Contractor must maintain an on-premises inventory sufficient to prepare and serve five (5) days of scheduled meals.

### **3.23 Menu Changes**

Changes in the planned menu must be noted in writing on the menu in the kitchen and the corrected menu filed with Jefferson County food service administrator as soon as the change is determined to be necessary.

Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation weekly to Jefferson County.

The Sheriff or designee reserves the right to request changes in the menu when it becomes noticeable that a particular menu item is not being eaten, repetition of the item creates a problem with the inmates or the facility management receives numerous, verifiable complaints about a particular item.

### **3.24 Menu Posting**

The menu must be posted in each staff dining area, in the office of Jefferson County food service administrator and the kitchen one (1) week in advance.

### **3.25 Therapeutic Diets**

Therapeutic diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by a responsible health authority official. Medical diets, verified by a registered dietician must be specific and complete and will be furnished in writing by the Contractor. Special diets must conform as closely as possible to the food served other inmates. The source book to be used is the *Simplified Diet Manual with Meal Patterns*, latest edition, published by the Iowa Dietetic Association, or a comparable source subject to the approval of Jefferson County.

### **3.26 Religious Diets**

Religious diets must be approved by the Sheriff or his designee and must be submitted in writing to the Contractor. Religious diets must be simple and conform as closely as possible to the food served other inmates.

### **3.27 Holiday Meals**

Traditional meals must be served on Thanksgiving, Christmas and Easter with no increase in price. The menu must be approved by the Jefferson County Sheriff.

### **3.28 Nutrition Requirements**

Menu Certification. Menus must be reviewed and certified by a registered dietitian that they are in compliance with TCJS. The Contractor must provide to Jefferson County written certification of this review for each cycle menu prior to implementation. This certification must be presented to and approved by Jefferson County prior to the Contractor assuming responsibility for the contract.

Menu Substitutions. All substituted items in the menus served must be of equal nutritional value as the original menu item. Any major changes must be certified and signed by a registered dietitian. The dietician shall meet with the infirmary director yearly.

Daily Calorie Requirements. The daily calorie requirement for inmate meals will be 2,700 calories.

### **3.29 Staff Meals**

Staff meals are eaten in the Officer Dining Room. It is the intention of the administration to provide enhanced meal service to the staff. The basic meals can be the same meals as inmates receive. The food service shall provide a minimum of two entrées or two meal choices. A salad bar with tossed greens, assorted vegetables, fruits, croutons and other salad bar items is to be set up and maintained during the lunch and dinner hours.

### **3.30 Food Preparation**

The Contractor must describe in detail the food preparation method proposed.

All food portion sizes must be cooked weight or must be specifically identified as raw weight. Portions must be listed on the menu which is submitted in the proposal response.

All foods are to be portioned in the kitchen either in disposable containers or on insulated or permanent ware trays. Inmate workers must not be given the responsibility for portioning food without the constant direct supervision of a Contractor's employee.

Condiments (salt, pepper and sugar) should be in individual packets. Others can be dispensed from bulk. No sugar is to be served to inmates. Sugar substitutes may be used.

The Contractor must specify all paper, plastic, sacks, oven-proof dishes and other expendable items it will require for use in the operation of the food services facility. Aprons, hairnets, hats and plastic gloves for use by the inmate workers will be supplied by Jefferson County.

The Contractor, within its proposal, is to provide Jefferson County with a comprehensive step-by-step quality assurance program concerning the purchase, delivery, storage and preparation of food.

The Contractor must propose, and be prepared to implement, a perpetual inventory system whereby the prepared food is always on record, and to assure that it is rotated to prevent any incidence of food poisoning or quality deterioration.

No sulfite additives are to be added on premises to any foods served under this contract.

### **3.31 Food Delivery and Service**

The movement of food/dirty dish carts and personnel within the facilities must adhere to the rigid security guidelines established and periodically changed by corrections management.

All chilled food must be served at no more than 45 degrees F, and hot food at a minimum of 140 degrees F but no more than 180 degrees F.

The Contractor must keep a complete record of all non-consumed/returned meals. This record and the possible reasons for the variation must be delivered to the designated Jefferson County food service administrator no later than the Tuesday following the previous week. These records must be maintained daily for each meal period and must be available for inspection by Jefferson County food service administrator at any time.

The Contractor must be responsible for having a member of its on-site management staff periodically (defined as a minimum of one hot lunch/breakfast and one hot dinner per week) visit the unit to perform a quality check and to ascertain if there are any problems/complaints concerning the food. All medical diets served in the medical unit must be on disposable dishware with disposable utensils.

The Contractor's attention is called to page 24 of this RFP concerning security. The Contractor is to submit a detailed description of the procedures it will use concerning the following:

- Methods to be used in assuring Jefferson County that no Contractor personnel are engaged in passing contraband (weapons, drugs and other related illegal items) to the inmates.
- Methods to be used to supervise Jefferson County inmate labor in the central kitchen.

- At the end of each meal period, the officer in charge of each control area will be responsible for physically counting all items to be returned by the inmates. It will be the responsibility of the Contractor to assure that the correct number of trays and flatware are sent with each food cart to the units.

The three meals per day must be delivered by the Contractor using designated carts and insulated trays. The food will be portioned on the tray line in the kitchen.

Contractor will be expected to maintain a minimum of daily phone contact with the unit command staff concerning the overall quality and acceptance of the food. The County food service administrator will be responsible for regular on-site inspection of the final preparation and distribution of food.

The Contractor will assign at least one staff person to supervise the preparation of all meals. A separate staff person will supervise the inmate workers in serving the trays and the cleanup process when food preparation is still in progress. Contractor will provide an on-site manager or assistant manager Monday through Friday.

### **3.32 Equipment Facilities**

The Contractor must warrant that it will take all reasonable and prudent measures necessary to assure Jefferson County that its equipment is being properly used. The Contractor will have direct responsibility for the care of all equipment in the kitchen areas.

**Preventative Maintenance.** The Contractor will utilize Jefferson County Maintenance personnel for maintenance or preventative maintenance of equipment in the kitchen area. Contractor will inform Jefferson County food service administrator immediately of any equipment problems or deliberate mistreatment of same by a inmate or staff member. The decision to replace or repair equipment rests solely with Jefferson County.

**Inventory Procedures.** The Contractor and Jefferson County shall jointly inventory, at least semi-annually, all capital equipment and County-owned serviceware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted for items.

### **3.33 Janitorial**

The Contractor must remove all trash to the assigned dumpster a minimum of twice per day.

**Ventilation System.** The Contractor must assume responsibility for daily cleaning of the hood ventilation and stack system. The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with the State fire regulations.

**Cleaning.** The Contractor must be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, store rooms, freezers, dish room, kitchen, employee room, office, staff dining room and receiving area.

The Contractor must be responsible for on-going sanitation/cleanliness in the officer's dining rooms. The cleaning process must include bus tubs for dirty utensils, wiping down the tables and counters, removal of dirty dishes, resupply of condiments, cleaning the salad bar, coffee maker, microwave and other similar tasks. The thorough cleaning of the floors, walls and other permanent fixtures shall be the responsibility of the Contractor.

### **3.34 Personnel and Supervision**

All personnel for hire at Jefferson County by the Contractor must complete the County authorization for records check. The processing must take no more than four business days. Jefferson County reserves the right to reject any food service personnel candidate without cause.

**Manager.** The bidding Contractor must provide job profiles/resumes for the individual(s) who will be considered for the Contractor's position of Food Services Manager. A job profile must also be submitted for the Assistant Manager position. It is required that the Manager or Assistant Manager have prior experience in correctional facility food services. An interview with any proposed manager will be required prior to the award of the contract. Jefferson County also requests that it be notified prior to the transfer/removal of any manager and to approve the replacement.

The Contractor and its employees assigned to County facilities will be required to comply with all Jefferson County rules of conduct concerning normal day-to-day operations.

The Contractor will be required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen. A staffing chart must be submitted within the proposal. There must be a minimum of two staff persons in the kitchen whenever inmate workers are present.

At least one staff person will be assigned to supervise the preparation of meals. A separate staff person will supervise the inmate workers in the preparation of the serving tray and cleanup process when food preparation is still going on.

Any changes in the staffing chart must be approved by Jefferson County prior to the change being implemented. The Contractor will also be responsible for staffing the preparation with the optimum number of available inmates. Jefferson County will furnish all necessary inmate labor.

Staffing must include inmate labor to be supervised by the Contractor. Specific attention is called to the provision that inmates may be used for cleanup, dishwashing, portioning and other utilitarian tasks. The Contractor will state their bid price to include utilizing inmate labor to cook/prepare foods and cleaning.

Contractor employees, including management, must be properly attired in a standard uniform, from the first day of the contract and every day thereafter. These employees must be clean and neat at all times. Contractor employees must be easily discernable from the inmate workers. Hair restraints (hats or nets) must be worn by all food service employees and inmate workers in the kitchen and service areas.

Jefferson County may require the Contractor to immediately remove any of the Contractor's employees from Jefferson County premises for any reason sufficient to Jefferson



County. The Contractor's employees shall be subject to the same rules and policies of employment as are County employees and are subject to termination by the Contractor under the same rules as County employees. Any and all such removals must be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.

The Contractor must notify Jefferson County food service administrator in writing whenever an employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to Jefferson County an employee's security identification badge within 24 hours of the employee's final shift.

### **3.35 Financial**

The Contractor will be compensated monthly on a per meal/per person basis. The Contractor must show the cost for each meal period, i.e., Breakfast, Lunch, Dinner and Snack classification. Jail meal counts must be separated by staff and inmate meals.

Contractor will state their proposed cost per meal as follows:

The Contractor is to submit to Jefferson County food service administrator by Tuesday of each week a day-by-day statement for the previous week with the number and classification of meals prepared and served as follows:

- Inmates by Section assignment, I.E., First Floor Main Confinement.
- Staff meals served.
- Jail- Official guest of the Sheriff.
- Additionally, Jefferson County will not pay for unconsumed meals prepared in excess of the counts provided by Jefferson County staff.
- The Contractor and the County will reconcile meal counts daily. In the event of any dispute regarding meal counts and subsequent charges, the County shall resolve any discrepancy by using the count of the actual number of meals received and accepted by the Jail staff. The meal count figures of the County shall prevail.
- Total Weekly Number of Meals Served (Staff & Resident) divided by 7 days divided by 3 meals = Average Meals Served.

The Contractor must comply, for accounting cycle purposes, with the County's fiscal year of October 1 to September 30, and calendar month periods.

Jefferson County reserves the right to audit any aspect of the food services system, as performed by the Contractor, and the Contractor must keep accurate and complete records thereof for at least three (3) years.

### **3.36 Facility Security**

All Contractor personnel must enter the compound and buildings via the designated entrances and must be signed in and out of the compound and buildings.

All persons and their belongings will be subject to search. Contractor's employees are subject to search at any time they are within the secured areas of the facilities operated by the Correctional Facility.

All Contractor employees must wear Jefferson County supplied identification badges (with picture and fingerprint) in a visible manner from the point at which they enter the building, and at all times while in the building, until the point at which they leave the building.

The Contractor and its employees will be responsible for keeping all doors closed and locked in the assigned work area. The Contractor and its employees must adhere to all security restrictions imposed by the Sheriff.

The Contractor must ascertain and notify Jefferson County in writing if any of its employees are related to any person confined as an inmate in any County operated facility. It is each employee's responsibility to alert the Contractor whenever a person who is a relative or personal acquaintance is admitted to a facility as an inmate.

The Contractor must implement a check-out/check-in log procedure for sharp utensils. The Contractor must provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks and other sharp or pointed utensils. Jefferson County reserves the right to enter the kitchen and inventory all such items at its sole discretion. Any missing items must be reported to the shift supervisor or officer in charge immediately, then to the County food service administrator.

Maintenance vendors will be required to enter the building through proper security channels. There will be no exceptions. Food service Contractor will be responsible for coordinating vendors' access to the job site by notifying security personnel.

In an emergency situation, the corrections staff takes supervisory precedence over the Contractor's employees.

The Correctional Facility will furnish officers as security personnel in accordance with TCJS requirements. Food service and Jail personnel will coordinate their activities to insure that security is maintained at all times and that meals are prepared in accordance with established schedules.

The Contractor must obey all Federal, State and local laws and ordinances regarding health, sanitation and safety. The Contractor will be subject to inspections in the kitchen by authorized personnel from the Jefferson City Health Department.

The Contractor must provide medical examinations as required by law and Jefferson County policy and appropriate records for each employee will be kept on file with the designated food services administrator.

The Contractor must require medical clearance for any employee to return to work after a three (3) days absence for illness.

The Contractor must save samples of all prepared foods for a period of not less than 72 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.

The Contractor must be responsible for immediately notifying the shift officer of any fires in the kitchen or service areas and of any accidents involving Contractor personnel and inmate workers assigned to food service duties.

The Contractor must not permit employees, or inmate workers, with communicable health problems to work in the kitchen. Medical clearance stating the individual's blood work or chest X-Ray is clear, must be submitted prior to any employees return to work following the individual's contracting such health problems.

### **3.37 Energy Conservation**

When the kitchen is not in use or when food preparation is a minimum, the Contractor must assume maximum utility/energy cost conservation by turning off or dimming lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor must be responsible for turning off all non-essential equipment when the area is not in use.

### **3.38 Assignment**

The Contractor's rights and obligations cannot be transferred or subcontracted without the written approval from Jefferson County. Jefferson County by this agreement incurs no liability to third persons for payment of any compensation provided herein to the Contractor.

### **3.39 Rights of Inspection/Complaints**

The facilities operated under contract with Jefferson County may be inspected by the Sheriff or designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance of any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor must promptly correct such deficiencies and communicate, in writing within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent reoccurrence of the problem.

All complaints by inmates and staff must be submitted in writing to the designated food service administrator. Complaints which are valid within the terms of the County's agreement with the Contractor will be forwarded in writing to the Contractor's management. The Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

### **3.40 Failure to Comply**

Due to the County's legal and moral obligation relative to the provision of an inmate food service program which meets Federal, State and local standards, the Contractor must consistently meet or exceed the terms and conditions of this RFP and resultant contract. Repeated failure by the Contractor to remain in compliance will result in Jefferson County exercising its right to take one or more of the following actions:

- Contract termination procedures will be undertaken and, as a result, the Contractor's performance bond, in its entirety, will be forfeited to Jefferson County.

- Jefferson County may, at the Contractor's sole expense, retain the services of one or more contract compliance officers who will monitor and evaluate the Contractor's performance until such time that all contractual terms and conditions are being met on a consistent basis.

### **3.41 Insurance**

The Contractor must indemnify and hold harmless Jefferson County, its officers, agents and employees against all liability, damages, losses and expenses for injury to or death of any persons or injury to any property arising out of, or any in any way connected, with Contractor or Contractor's employees or agents, alleged acts or omissions in the performance of work under this agreement and all claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the performance of this agreement, unless such injury, death or damage is primarily caused by or primarily results from the negligence or willful acts of Jefferson County. The Contractor must defend promptly and all such demands, claims or causes of action. In the event Jefferson County brings suit against the Contractor to enforce this paragraph and Jefferson County prevails, the Contractor must pay a reasonable sum for the attorney's fees and costs incurred by Jefferson County in the suit.

### **3.42 Independent Status of Contractor**

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

Contractor understands and agrees that Jefferson County shall not withhold from compensation payable to Contractor any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for Contractor which does hereby indemnify and hold Jefferson County harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in Jefferson County to exercise control or direction over the business of Contractor provided, however, that all services provided to Jefferson County hereunder shall be provided and delivered at all times in a manner consistent with the standards of Contractor's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by Contractor are not employees of Jefferson County nor are they entitled to any direct compensation nor any benefits or rights of Jefferson County employees as from time to time may be established, and shall provide services for the benefit of Jefferson County through Contractor and only pursuant to this Agreement.

Jefferson County has hired Contractor to provide food services. As such, Contractor has the duty and obligation to perform all obligations to Jefferson County under this Agreement in the highest professional manner. No property owned by or referencing Jefferson County or one of its subdivisions shall be used by any employee, staff member or representative of Contractor without express approval by the authorized Jefferson County representative and then shall be used only for professional purposes within the parameters of this Agreement.

### **3.43 Termination of Contractor**

Jefferson County shall have the right to terminate the contract if, for any reason, the Contractor fails to provide continuous food service in the facilities for a period in excess of 24 hours. Jefferson County reserves the right to terminate the Contractor upon 30 days written notice for just cause. Either party has the right to terminate the contract upon 90 days written notice.

### **3.44 Emergencies**

The Contractor must include in the proposal contingency plans to provide service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storms, hurricanes or acts of God that would preclude normal operations. The plan shall include food service to the inmates and staff in the event of an evacuation to another site.

### **3.45 Auxiliary Food Services**

The Contractor must be available to provide food for visitors and other related Jefferson County functions. The Contractor must not proceed with such functions without written authorization from the Sheriff or Jefferson County food services administrator. The costs for such meals, if different from those served inmates and staff, can be subject to negotiation. In order to accommodate meals for local citizens' groups it may be necessary to adjust the inmate feeding schedule one or two days each year.

### **3.46 Contract Revision/Renewal**

Jefferson County reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made and will not exceed those limits established by Texas law.

If Jefferson County elects to exercise its option to renew the contract for the next contract year, the Contractor must propose and explain the process that will be used to justify any proposed cost increases. Any proposed increases must be reviewed and approved by Jefferson County Commissioners' Court. In addition the Contractor will be asked, within its price proposal, to set an annual not to exceed percentage increase in the cost per meal.

**Notification of Renewal.** Jefferson County must notify the Contractor, in writing, no later than 90 days prior to the beginning of each successive option year whether or not it will exercise the option to renew the contract for the next fiscal year.

**Constitutional Debt Limit.** The Constitutional debt limitation for Counties requires any Jefferson County contract which extends beyond the current fiscal year to be executed

subject to future appropriations to fund its provision, and contract documents will reflect this condition.

**3.47 Quarterly Reviews**

The Contractor must submit, in writing, within 15 days of the end of the quarter, a report of food service activity to include, but not be limited to:

- An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement of food, service, cost control or other areas.

**3.48 Affirmative Action/Equal Employment Opportunities**

The County is an Equal Opportunity/Affirmative Action Employer and all Contractors submitting proposals will be required to comply with the provisions of Federal Executive Order 11246.

**3.49 Point of Contact**

Offeror shall designate a person to contact for any information or questions pertaining to its offer. However, offeror is hereby advised that this point of contact will not be recognized as, or accepted in lieu of, the “authorized signature” requirement of this RFP.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**3.50 Interpretation**

Any questions concerning the terms and conditions and technical specifications shall be directed in writing to the Jefferson County Purchasing Department. Inquiries must reference the proposal opening date and number. Jefferson County Purchasing Department’s point of contact is:

Karen J. Smith, MBA, Assistant Purchasing Agent  
Jefferson County Purchasing Department  
1149 Pearl Street, First Floor  
Beaumont, TX 77701  
Phone: 409-835-8593  
Fax: 409-835-8456  
E-mail: ksmith@co.jefferson.tx.us

### **3.51 Items to be Submitted**

Offerors shall submit one (1) original and six (6) copies of the completed proposal document with submittal information as follows. Include a table of contents, page numbers, and marked or numbered tabs between the sections.

- Pricing sheet(s).
- References and qualifications.

**4. PRICING**

<b>Price Per Meal</b>	<b>\$</b>
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Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

---

Date

**PRICING PAGES SHALL BE RETURNED WITH PROPOSAL  
OR PROPOSAL MAY BE DISQUALIFIED**



**5. SELECTION PROCESS**

**5.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted

**5.2 Cost Proposal**

The Offeror must use the forms provided in Section 5 in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any form substituted for the form provided in Section 5 may be determined to be non-responsive, and may result in the proposal’s disqualification.

**5.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Jefferson County’s Sheriff Department, Corrections Facility, Audit Department, Purchasing Department, and the Criminal District Attorney.

**5.4 Evaluation Criteria**

Vendor Capabilities (30% of total points). This refers to the proposal’s complete responsiveness to all written specifications and requirements contained in this RFP.

Work Plan (30% of total points). Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the contract as described in this RFP.

Cost (40% of total points). This is the expected amount your firm would be compensated for services provided to Jefferson County. The County will consider hourly rates, retainer amounts, flat fees, or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

**Sample Evaluation Sheet**

<b>Vendor Capabilities (30% of total points)</b>	<b>Points</b>
Is the proposal completely responsive to all written specifications and requirements contained in the RFP?	
<b>Work Plan/Performance (30% of total points)</b>	
Does the proposal reflect efficient and comprehensive methods to be used in performing the contract as described in the RFP? How did their performance rate in other facilities?	
<b>Cost (40% of total points)</b>	
Does the cost reflect a good value for the proposed work?	

**6. RFP SCHEDULE**

Request for proposal issued	April 12, 2010
Pre-Proposal Meeting	April 22, 2010
Proposal due date	May 11, 2010
Evaluation of proposals	May 18, 2010
Interviews (if applicable)	May 23-30, 2010
Submit to Commissioners' Court for approval and award of contract	June 8, 2010

**7. REJECTION OF PROPOSALS**

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive.

The unreasonable failure of a Offeror to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

**8. ACCEPTANCE OF PROPOSALS**

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

**9. REQUEST FOR CLARIFICATION OF PROPOSALS**

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its cost proposal.

**10. VALIDITY OF PROPOSALS**

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

**11. PROPOSAL SUBMITTAL**

The Proposal is due no later than 11:00 am, May 11, 2010 and shall include the following:

- **Proposed type of operation (hours, methods, etc.).**
- **Company reputation, experience, and resources (references, resumes, etc.)**
- **Menu variety to be offered, service levels, and costs pertaining thereto.**
- **Management and staffing plan.**

**ANY AND ALL RELATED COST TO THE COUNTY, OR REVENUE TO BE RECEIVED BY THE COUNTY One (1) original and six (6) copies of the proposal should be mailed or delivered to:**

**Jefferson County Purchasing Department  
Purchasing Agent  
1149 Pearl Street  
1<sup>st</sup> Floor  
Beaumont, TX 77701**

**FAILURE BY A OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

**12. VENDOR REFERENCES**

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

13. AFFIDAVIT

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**Contingent Fees Statement:** In accordance with Jefferson County’s \_\_\_\_\_, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

**Non-Discrimination Affidavit:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

**And Further Affiant sayeth not:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of 2010.

\_\_\_\_\_  
Notary Public

My commission expires:

**14. NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this proposal, the Offeror certifies that:

1. This proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other Offeror, competitor, or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal.
4. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Offeror as well as to the person signing in its behalf.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**15. SAMPLE CONTRACT**

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**CONTRACT NUMBER 10-026/KJS  
FOOD SERVICE FOR CORRECTIONAL FACILITY**

**WHEREAS**, JEFFERSON COUNTY has determined there is a need to provide for Food Service at the County Jail; and

**WHEREAS**, JEFFERSON COUNTY has requested and reviewed proposals for a Food Service Contractor in accordance with applicable State laws; and

**WHEREAS**, JEFFERSON COUNTY has determined that (VENDOR'S NAME) can best provide Food Services to the County Jail; and

**WHEREAS**, this agreement is made between (VENDORS NAME) (hereinafter referred to as "CONTRACTOR") and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative Jefferson County Judge Ronald L. Walker.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE I RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

**ARTICLE II TERM OF AGREEMENT**

Regardless of the date of execution, this Agreement shall become effective June 2010 and continue in force until May 2011 with the option to extend for three (3) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month to month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement which extends beyond the current fiscal year is executed subject to future appropriations to fund its provision.

**ARTICLE III CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

**ARTICLE IV TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the

Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTOR's obligations under this Agreement.

#### **ARTICLE V DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in RFP Specification Number 10-026/KJS which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish food service in accordance with the Specifications and in compliance with all rules as standards as apply to Correctional Facilities in the State of Texas as specified in Specifications.
2. CONTRACTOR shall be responsible for all long distance telephone charges incurred by its employees in the performance of this Agreement.
3. CONTRACTOR is responsible for all day to day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, store rooms, freezers, dish room, office, staff and inmate dining rooms and receiving area.
4. All personnel hired by CONTRACTOR under this Agreement must complete an authorization for records check and be acceptable to COUNTY. COUNTY reserves the right to reject any food service candidate without cause.
5. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day to day operations.
6. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
7. CONTRACTOR employees must be properly attired in a standard uniform and be easily discernable from inmates.



8. Hair restraints (nets or hats) must be worn by all food service employees in the kitchen and food service areas.
9. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.
10. CONTRACTOR must ascertain and notify COUNTY in writing if any of its employees are related to any person confined as an inmate in any COUNTY operated facility.
11. CONTRACTOR must comply with all security requirements as stated in Specifications.
12. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson City Health Department.
13. CONTRACTOR must maintain a current contingency plan to be able to provide food service in the face of unexpected events such as power failure, fire, riot, lock down. Labor strikes, ice storm or acts of God that may preclude normal operations.

#### **ARTICLE VI DUTIES OF COUNTY**

COUNTY shall make payments to CONTRACTOR as specified in ARTICLE VII.

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Chief Jeff Theriot.

COUNTY will provide, install and permit CONTRACTOR to use the capital equipment which COUNTY deems necessary for food service and related activities.

COUNTY will provide all utilities necessary for the performance of food service activities. COUNTY does not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service, but will be diligent in its efforts to restore service following any outage.

COUNTY will provide CONTRACTOR with accurate meal counts as specified in RFP 10-026/KJS Specifications.

#### **ARTICLE VII RATES**

COUNTY shall pay directly to CONTRACTOR no more than \$\_\_\_\_\_ per inmate meal served and \$\_\_\_\_\_ per staff meal served in accordance with CONTRACTOR's response to RFP Number 10-026/KJS which with the RFP Specifications are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of the Jefferson County Commissioners Court. The Jefferson County Commissioners' Court meets the second and fourth Mondays of each month. All invoices must be in the possession of COUNTY on the Monday prior to the Commissioners Court meeting at which the invoice is to be approved. COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY.

## **ARTICLE VIII RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

## **ARTICLE IX INSURANCE**

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

## **ARTICLE X INDEMNIFICATION**

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

## **ARTICLE XI MISCELLANEOUS**

This agreement, Specifications for RFP Number 10-026/KJS and CONTRACTOR's response to RFP Number 10-026/KJS constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in

writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venue shall be in Jefferson County, Texas.

#### **ARTICLE XII NOTICES**

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY: Deborah L. Clark  
Jefferson County Purchasing Agent  
1149 Pearl Street  
First Floor  
Beaumont, TX 77701

**Signed** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

OWNER:

CONTRACTOR:

Jefferson County

By:

RONALD L. WALKER

By:

COMPANY OFFICIAL

Title:

County Judge

Title:

[CORPORATE SEAL]

Attest:

Carolyn L. Guidry

Attest:

Title:

County Clerk

Title:

Address for giving notice:

License No.:

(Where applicable)

(If Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)